

EXHIBIT B

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11 Defendant SHAKEY'S PIZZA ASIA
12 VENTURES, INC. and Third Party Defendants
13 CINCO CORPORATION, PC
14 INTERNATIONAL PTE LTD., and SPAVI
15 INTERNATIONAL USA, INC.

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 SHAKEY'S PIZZA ASIA VENTURES,
19 INC, a Philippines corporation,
20 Plaintiff,
21 v.
22 PCJV USA, LLC, a Delaware limited
23 liability company; PCI TRADING,
24 LLC, a Delaware limited liability
25 company; GUY KOREN, an individual;
26 POTATO CORNER LA GROUP, LLC,
27 a California limited liability company;
NKM CAPITAL GROUP, LLC, a
California limited liability company;
J & K AMERICANA, LLC, a California
limited liability company; J&K
LAKEWOOD, LLC, a California
limited liability company; J&K
VALLEY FAIR, LLC, a California
limited liability company; J & K
ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
LLC, a California, limited liability
company; GK CERRITOS, LLC, a
California, limited liability company;
J&K PC TRUCKS, LLC, a California
limited liability company; and, GK
CAPITAL GROUP, LLC, a California
limited liability company and DOES 1

28 Case No. 2:24-CV-04546-SB(AGR)
175844299.1

The Hon. Stanley Blumenfeld, Jr.
**SPAVI'S AND PCJV USA
PARTIES' SECOND AMENDED
SEPARATE PROPOSED
VERDICT FORMS**

Complaint Filed: May 31, 2024
Trial Date: August 18, 2025

1 through 100, inclusive,

2 Defendants.

3 PCJV USA, LLC, a Delaware limited
4 liability company; PCI TRADING LLC,
5 a Delaware limited liability company;
6 POTATO CORNER LA GROUP LLC,
7 a California limited liability company;
8 GK CAPITAL GROUP, LLC, a
California limited liability company;
9 NKM CAPITAL GROUP LLC, a
California limited liability company; and
10 GUY KOREN, an individual,

11 Counter-Claimants,

12 v.

13 SHAKEY'S PIZZA ASIA VENTURES,
14 INC, a Philippines corporation,

15 Counter Defendant.

16 PCJV USA, LLC, a Delaware limited
17 liability company; PCI TRADING LLC,
18 a Delaware limited liability company;
POTATO CORNER LA GROUP LLC,
a California limited liability company;
GK CAPITAL GROUP, LLC, a
California limited liability company;
NMK CAPITAL GROUP LLC, a
California limited liability company; and
GUY KOREN, an individual,

19 Third Party Plaintiffs,

20 v.

21 PC INTERNATIONAL PTE LTD., a
22 Singapore business entity; SPAVI
23 INTERNATIONAL USA, INC., a
24 California corporation; CINCO
CORPORATION, a Philippines
corporation; and DOES 1 through 10,
inclusive,

25 Third Party Defendants.

1 The Parties hereby submit their respective special verdict forms.
2

3 Dated: August 20, 2025

FOX ROTHSCHILD LLP

4
5
6 */s/ Michael D. Murphy* _____
7 Michael D. Murphy
8 Attorneys for Plaintiff and Counterclaim
9 Defendant SHAKEY'S PIZZA ASIA
VENTURES, INC. and Third Party
Defendants CINCO CORPORATION,
PC INTERNATIONAL PTE LTD., and
SPAVI INTERNATIONAL USA, INC.

10 Dated: August 20, 2025

BLANK ROME LLP

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13
14 */s/ Arash Beral* _____
15 Arash Beral
16 Todd M. Malynn
17 Blank Rome LLP
18 Attorneys for Defendants,
19 Counterclaimants, and Third-Party
20 Plaintiffs.
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PROPOSED VERDICT FORM

When answering the following questions and filling out this Verdict Form, please follow the directions provided throughout the form. **Your answer to each question must be unanimous.** Some of the questions contain legal terms that are defined and explained in detail in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions below.

- (1) “SPAVI” (or “Plaintiff”) refers to Shakey’s Pizza Asia Ventures, Inc.
- (2) “Cinco” refers to Cinco Corporation;
- (3) **“SPAVI Interantional” refers to SPAVI International USA, Inc.;**
- (4) **“PC International” refers to PC International PTE Ltd.; and**
- (5) **“PCJV USA Parties” (or “Defendants”)** refers to PCJV USA, LLC, PCI Trading LLC, Potato Corner LA Group, LLC, GK Capital Group, LLC, NKM Capital Group, LLC, Guy Koren, J & K Americana, LLC, J&K Lakewood, LLC, J&K Oakridge, LLC, J&K Valley Fair, LLC, J & K Ontario, LLC, J&K PC Trucks, LLC, HLK Milpitas, LLC, and GK Cerritos, LLC.

Please note that several parties in this lawsuit are both bringing claims and defending against claims. SPAVI, also referred to as “Plaintiff,” is the original plaintiff in this action. The PCJV USA Parties, also referred to as “Defendants,” are the original defendants. Some of the PCJV USA Parties are also “Counterclaimants” asserting claims against the SPAVI Parties.

Each claim or affirmative defense must be proven by a preponderance of the evidence, unless a different standard is required. In such cases, that different standard will be identified herein.

IT IS VERY IMPORTANT THAT YOU FOLLOW THE INSTRUCTIONS PROVIDED IN THIS VERDICT FORM. READ THEM CAREFULLY AND ENSURE YOUR VERDICT COMPLIES WITH THEM.

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Plaintiff's Claims

Section I. Liability

a. Federal Trademark Infringement

1) On Plaintiff's claim for federal trademark infringement, do you find that Plaintiff owned any of the following Marks:

The Logo Mark: _____ Yes _____ No

The Word Mark: _____ Yes _____ No

The Slogan Mark: Yes No

If any answer to question 1 as to any of the Marks is YES, proceed to the next question, if the answer to all three Marks is NO, you are done with Section 1, please proceed to Section I(b) (question 5).

2) On Plaintiff's claim for federal trademark infringement, do you find that any of the following Marks are valid:

The Logo Mark: Yes No

The Word Mark: Yes No

The Slogan Mark: Yes No

If any answer to question 2 as to any of the Marks is YES, proceed to the next question, if the answer to all three Marks is NO, you are done with Section 1, please proceed to Section I(b) (question 5).

3) Did Defendants prove by clear and convincing evidence that Cinco's assignment of the any of the following Marks to Plaintiff was abandoned due to an assignment in gross?

The Logo Mark: Yes No

The Word Mark: Yes No

The Slogan Mark: Yes No

The Slogan Mark. Yes No
If any answer to question 3 as to any of the Marks is NO, proceed to the next question, if the answer to all three Marks is YES, you are done with Section 1, please proceed to Section I(b) (question 5).

5

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3 4) Did Defendants prove by clear and convincing evidence that the Marks
4 were abandoned by Cinco (prior to March 2022) or SPAVI (after March
2022), due to naked licensing?

5 The Logo Mark: _____ Yes _____ No

6 The Word Mark: _____ Yes _____ No

7 The Slogan Mark: _____ Yes _____ No

8
9 *If any answer to question 4 as to any of the Marks is NO, proceed to the
10 next question, if the answer to all three Marks is YES, you are done with
11 Section 1, please proceed to Section I(b) (question 5).*

12
13 5) For each of the three Marks that you answered No for questions 3 and 4
14 above, do you find that any of the following Defendants used those Marks
15 in interstate commerce without Plaintiff's consent?

16 PCJV USA, LLC _____ Yes _____ No

17 PCI Trading, LLC _____ Yes _____ No

18 Guy Koren _____ Yes _____ No

19 Potato Corner LA
Group _____ Yes _____ No

20 NKM Capital Group,
LLC _____ Yes _____ No

21 J & K Americana, LLC _____ Yes _____ No

22 J & K Lakewood, LLC _____ Yes _____ No

23 J & K Valley Fair, LLC _____ Yes _____ No

24 J & K Ontario, LLC _____ Yes _____ No

25 GK Cerritos, LLC _____ Yes _____ No

26
27 *If you answered "Yes" as to any Defendant, proceed to Question 6. If
you answered no to all, proceed to Question 7.*

1 6) Do you find that any of the following Defendants' federal trademark
2 infringement was willful?

3 PCJV USA, LLC	_____ Yes	_____ No
4 PCI Trading, LLC	_____ Yes	_____ No
5 Guy Koren	_____ Yes	_____ No
6 Potato Corner LA 7 Group	_____ Yes	_____ No
7 NKM Capital Group, 8 LLC	_____ Yes	_____ No
8 J & K Americana, LLC	_____ Yes	_____ No
9 J & K Lakewood, LLC	_____ Yes	_____ No
10 J & K Valley Fair, LLC	_____ Yes	_____ No
11 J & K Ontario, LLC	_____ Yes	_____ No
12 GK Cerritos, LLC	_____ Yes	_____ No

13

14

15 **b. Federal False Designation of Origin**

16

17 7) On Plaintiff's claim for federal false designation of origin or association,
18 do you find that any of the following Defendants used a designation in
19 interstate commerce, which can include any word, term, name, symbol,
20 device, or combination thereof, or a false designation of origin, false or
21 misleading description, or representation of fact?

21 PCJV USA, LLC	_____ Yes	_____ No
22 PCI Trading, LLC	_____ Yes	_____ No
23 Guy Koren	_____ Yes	_____ No
24 Potato Corner LA 25 Group	_____ Yes	_____ No
25 NKM Capital Group, 26 LLC	_____ Yes	_____ No
26 J & K Americana, LLC	_____ Yes	_____ No
27 J & K Lakewood, LLC	_____ Yes	_____ No
28 J & K Valley Fair, LLC	_____ Yes	_____ No

1 J & K Ontario, LLC _____ Yes _____ No
2 GK Cerritos, LLC _____ Yes _____ No

3 *If any answer to question 7 as to any of the Defendants is YES, proceed to*
4 *the next question, if the answer to all Defendants is NO, you are done*
5 *with Section I(b), please proceed to Section I(c) (question 9).*

6 8) For each Defendant that you answered Yes to I question No. 7, do you
7 find that Defendants' false designation of origin was willful?

8 PCJV USA, LLC _____ Yes _____ No
9 PCI Trading, LLC _____ Yes _____ No
10 Guy Koren _____ Yes _____ No
11 Potato Corner LA _____ Yes _____ No
12 Group _____ Yes _____ No
13 NKM Capital Group,
14 LLC _____ Yes _____ No
15 J & K Americana, LLC _____ Yes _____ No
16 J & K Lakewood, LLC _____ Yes _____ No
17 J & K Valley Fair, LLC _____ Yes _____ No
18 J & K Ontario, LLC _____ Yes _____ No
19 GK Cerritos, LLC _____ Yes _____ No

20 **c. Federal Contributory Infringement (Trademark Infringement)**

21 9) If you found for Plaintiff on its claims for federal trademark infringement,
22 do you find for Plaintiff against any of the following Defendants for
23 federal contributory trademark infringement?

24 PCJV USA, LLC _____ Yes _____ No
25 PCI Trading, LLC _____ Yes _____ No
26 Guy Koren _____ Yes _____ No
27 Potato Corner LA _____ Yes _____ No
28 Group _____ Yes _____ No
29 NKM Capital Group,
30 LLC _____ Yes _____ No
31 J & K Americana, LLC _____ Yes _____ No
32 J & K Lakewood, LLC _____ Yes _____ No
33 J & K Valley Fair, LLC _____ Yes _____ No

1 J & K Ontario, LLC _____ Yes _____ No
2 GK Cerritos, LLC _____ Yes _____ No

3 *If any answer to question 9 as to any of the Defendants is YES, proceed to*
4 *the next question, if the answer to all Defendants is NO, you are done*
5 *with Section I(c), please proceed to Section I(d) (question 11).*

6 10) Do you find that any of the following Defendants' federal contributory
7 trademark infringement was willful?

8 PCJV USA, LLC _____ Yes _____ No
9 PCI Trading, LLC _____ Yes _____ No
10 Guy Koren _____ Yes _____ No
11 Potato Corner LA _____ Yes _____ No
12 Group _____ Yes _____ No
13 NKM Capital Group,
14 LLC _____ Yes _____ No
15 J & K Americana, LLC _____ Yes _____ No
16 J & K Lakewood, LLC _____ Yes _____ No
17 J & K Valley Fair, LLC _____ Yes _____ No
18 J & K Ontario, LLC _____ Yes _____ No
19 GK Cerritos, LLC _____ Yes _____ No

20 **d. Federal Contributory Infringement (False Association)**

21 11) If you found for Plaintiff on its claims for federal false association, do
22 you find for Plaintiff against any of the following Defendants for federal
23 contributory infringement?

24 PCJV USA, LLC _____ Yes _____ No
25 PCI Trading, LLC _____ Yes _____ No
26 Guy Koren _____ Yes _____ No
27 Potato Corner LA _____ Yes _____ No
28 Group _____ Yes _____ No
29 NKM Capital Group,
30 LLC _____ Yes _____ No
31 J & K Americana, LLC _____ Yes _____ No
32 J & K Lakewood, LLC _____ Yes _____ No
33 J & K Valley Fair, LLC _____ Yes _____ No

1 J & K Ontario, LLC _____ Yes _____ No
2 GK Cerritos, LLC _____ Yes _____ No

3 *If any answer to question 11 as to any of the Defendants is YES, proceed*
4 *to the next question, if the answer to all Defendants is NO, you are done*
5 *with Section I(d), please proceed to Section I(e) (question 13).*

6 12) Do you find that any of the following Defendants' federal contributory
7 unregistered trademark infringement was willful?

8 PCJV USA, LLC _____ Yes _____ No
9 PCI Trading, LLC _____ Yes _____ No
10 Guy Koren _____ Yes _____ No
11 Potato Corner LA _____ Yes _____ No
12 Group _____ Yes _____ No
13 NKM Capital Group,
14 LLC _____ Yes _____ No
15 J & K Americana, LLC _____ Yes _____ No
16 J & K Lakewood, LLC _____ Yes _____ No
17 J & K Valley Fair, LLC _____ Yes _____ No
18 J & K Ontario, LLC _____ Yes _____ No
19 GK Cerritos, LLC _____ Yes _____ No

20 **e. Common Law Infringement**

21 13) On Plaintiff's claim for common law trademark infringement, do you
22 find that Plaintiff owned any of the following Marks:
23

24 The Logo Mark: _____ Yes _____ No
25 The Word Mark: _____ Yes _____ No
26 The Slogan Mark: _____ Yes _____ No

27 *If your answer to question 13 is YES as to any Mark, proceed to the next*
28 *question, the answer to all three Marks is NO, please proceed to question*
19

27 14) On Plaintiff's claim for common law trademark infringement, do you
28 find that any of the following Marks are valid:

1 The Logo Mark: _____ Yes _____ No
2

3 The Word Mark: _____ Yes _____ No
4

5 The Slogan Mark: _____ Yes _____ No
6

7
8 If your answer to question 14 is YES as to any Mark, proceed to the next
9 question, the answer to all three Marks is NO, please proceed to question
10 19

11 15) Did Defendants prove by clear and convincing evidence that Cinco's
12 assignment of the any of the following Marks to Plaintiff was abandoned
13 due to an assignment in gross?
14

15 The Logo Mark: _____ Yes _____ No
16

17 The Word Mark: _____ Yes _____ No
18

19 The Slogan Mark: _____ Yes _____ No
20

21 If your answer to question 15 is NO as to any Mark, proceed to the next
22 question, the answer to all three Marks is YES, please proceed to question
23 19

24 16) Did Defendants prove by a clear and convincing evidence that Cinco's
25 assignment of the any of the following Marks to Plaintiff was abandoned
26 due to naked licensing?
27

28 The Logo Mark: _____ Yes _____ No
29

30 The Word Mark: _____ Yes _____ No
31

32 The Slogan Mark: _____ Yes _____ No
33

34 If your answer to question 16 is NO as to any Mark, proceed to the next
35 question, the answer to all three Marks is YES, please proceed to question
36 19

37 17) Do you find that any of the following Defendants used any of the three
38 Marks without Plaintiff's consent?
39

1
2
3 PCJV USA, LLC _____ Yes _____ No
4 PCI Trading, LLC _____ Yes _____ No
5 Guy Koren _____ Yes _____ No
6 Potato Corner LA _____ Yes _____ No
Group
7 NKM Capital Group,
LLC _____ Yes _____ No
8 J & K Americana, LLC _____ Yes _____ No
9 J & K Lakewood, LLC _____ Yes _____ No
10 J & K Valley Fair, LLC _____ Yes _____ No
11 J & K Ontario, LLC _____ Yes _____ No
12 GK Cerritos, LLC _____ Yes _____ No
13
14
15 If you answered "Yes" as to any Defendant, proceed to Question 18. If
16 you answered NO to all, please proceed to Section I(f) (question 19).
17
18 18) Do you find that any of the following Defendants' federal trademark
19 infringement was willful?
20
21 PCJV USA, LLC _____ Yes _____ No
22 PCI Trading, LLC _____ Yes _____ No
23 Guy Koren _____ Yes _____ No
24 Potato Corner LA _____ Yes _____ No
Group
25 NKM Capital Group,
LLC _____ Yes _____ No
26 J & K Americana, LLC _____ Yes _____ No
27 J & K Lakewood, LLC _____ Yes _____ No
28 J & K Valley Fair, LLC _____ Yes _____ No
J & K Ontario, LLC _____ Yes _____ No
GK Cerritos, LLC _____ Yes _____ No
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1 PCJV USA, LLC ____ Yes ____ No
2 PCI Trading, LLC ____ Yes ____ No
3 Guy Koren ____ Yes ____ No
4 Potato Corner LA Group ____ Yes ____ No
5 NKM Capital Group,
6 LLC ____ Yes ____ No
7 J & K Americana, LLC ____ Yes ____ No
8 J & K Lakewood, LLC ____ Yes ____ No
9 J & K Valley Fair, LLC ____ Yes ____ No
10 J & K Ontario, LLC ____ Yes ____ No
11 GK Cerritos, LLC ____ Yes ____ No

g. Quantum Meruit

12) On Plaintiff's claim for quantum meruit, do you find for Plaintiff
13 against any of the following Defendants?

14 PCJV USA, LLC ____ Yes ____ No
15 PCI Trading, LLC ____ Yes ____ No
16 Guy Koren ____ Yes ____ No
17 Potato Corner LA
18 Group ____ Yes ____ No
19 NKM Capital Group,
20 LLC ____ Yes ____ No
21 J & K Americana, LLC ____ Yes ____ No
22 J & K Lakewood, LLC ____ Yes ____ No
23 J & K Valley Fair, LLC ____ Yes ____ No
24 J & K Ontario, LLC ____ Yes ____ No
25 GK Cerritos, LLC ____ Yes ____ No

26 *If any answer to question 20 as to any of the Defendants is YES, proceed
27 to the next question, if the answer to all Defendants is NO, you are done
28 with Section I(g), please proceed to Section I(h) (question 23).*

21) Did Defendants prove that Plaintiff waived the right to recover for
22 quantum meruit?

23 Deleted: by a preponderance of evidence

24 YES ____ NO ____

1 *If you answered "No", proceed to the next Question. If you answered "Yes", proceed to Question 22.*

2
3 22) Did Plaintiff prove the reasonable value of what it received sufficient
4 to recover for quantum meruit?

Deleted: by a preponderance of the evidence

5 YES ____ NO ____

7 **h. Trade Secret Misappropriation**

8 23) Did Plaintiff prove that it is the owner of trade secret information?

Deleted: by a preponderance of the evidence

9 YES ____ NO ____

10 *If your answer to question 1 is NO, then you are finished with Section I(C) and skip
11 to Section II(A).*

12 *If your answer to question 1 is YES, proceed to the next question.*

13 24) Did Plaintiff prove that the information were secret at the time of the
14 alleged misappropriation?

Deleted: by a preponderance of the evidence

15 YES ____ NO ____

16 *If your answer to question 2 is NO, then you are finished with Section I(C) and skip
17 to Section II(A).*

18 *If your answer to question 2 is YES, proceed to the next question.*

19 25) Did Plaintiff that the information had actual or potential independent
20 economic value because it was secret?

Deleted: prove by a preponderance of the evidence

21 YES ____ NO ____

22 *If your answer to question 3 is NO, then you are finished with Section I(C) and skip
23 to Section II(A).*

24 *If your answer to question 3 is YES, proceed to the next question.*

1 26) 4. Did Plaintiff prove that reasonable efforts were made under the
2 circumstances to keep the information secret?

Deleted: by a preponderance of the evidence

3 YES ____ NO ____

4
5 *If your answer to question 4 is NO, then you are finished with Section I(C) and skip
6 to Section II(A).*

7 *If your answer to question 4 is YES, proceed to the next question.*

8 27) Did Plaintiff prove that Defendants acquired the information by
9 improper means?

Deleted: by a preponderance of the evidence

10 YES ____ NO ____

11
12 *If your answer to question 5 is NO, then you are finished with Section I(C) and skip
13 to Section II(A).*

14 *If your answer to question 5 is YES, proceed to the next question.*

15
16 28) Did Defendants prove that the information was readily ascertainable
17 by proper means when it was acquired?

Deleted: by a preponderance of the evidence

18 YES ____ NO ____

19
20 *If your answer to question 6 is YES, then you are finished with Section I(C) and
21 skip to Section II(A).*

22 *If your answer to question 6 is NO, proceed to the next question.*

23 29) Did Defendants prove by a preponderance of evidence that Cinco
24 Corporation, had waived any right to claim misappropriation of trade
25 secrets?

Deleted: Plaintiff's predecessor-in-interest

26 YES ____ NO ____

1 30) Did Defendants prove that Plaintiff waived any right to claim
2 misappropriation of trade secrets?

Deleted: by a preponderance of evidence

3 YES ____ NO ____

4

5 *If your answer to question 8 is YES, then you are finished with Section I(A) and skip*
6 *to Section I(B).*

7 *If your answer to question 8 is NO, proceed to the next question.*

8 31) Did Plaintiff prove that Defendants' acquisition of trade secret
9 information was a substantial factor in causing Plaintiff harm?

Deleted: by a preponderance of the evidence

10 YES ____ NO ____

11

12 *If your answer to question 9 is YES, then you are finished with Section I(C) and*
13 *skip to Section II.*

14 *If your answer to question 9 is NO, proceed to the next question.*

15 32) Did any Defendant prove their defense of in pari delicto?

Deleted: ..1

16 YES ____ NO ____

21 Section II. Monetary Recovery

22 Complete this section of the Verdict only if you found that Plaintiff proved at
23 least one of its claims against any Defendant.

24 a. Disgorgement: Recovery for Trademark / False Association / 25 Contributory Infringement /

26 a. Did the jury find for Plaintiff as to any of its claims for Trademark (and
27 Infringement (indulging contributory and common law) or False Association
28 (and Contributory), as to any Defendant?

YES ____ NO ____

1
2 b. What were each Defendants' gross revenues attributable to the use of any of
3 the Marks from May 31, 2024 through the present?

4 PCJV USA, LLC _____

5 PCI Trading, LLC _____

6 Guy Koren _____

7 Potato Corner LA _____

Group _____

8 NKM Capital Group, _____

LLC _____

9 J & K Americana, LLC _____

10 J & K Lakewood, LLC _____

11 J & K Valley Fair, LLC _____

12 J & K Ontario, LLC _____

13 GK Cerritos, LLC _____

14 c. What are the legitimate and provable expenses each Defendant actually
15 incurred in making these sales?

16 PCJV USA, LLC _____

17 PCI Trading, LLC _____

18 Guy Koren _____

19 Potato Corner LA _____

Group _____

20 NKM Capital Group, _____

LLC _____

21 J & K Americana, LLC _____

22 J & K Lakewood, LLC _____

23 J & K Valley Fair, LLC _____

24 J & K Ontario, LLC _____

25 GK Cerritos, LLC _____

26 d. The Total Disgorged Profit are calculated below by subtracting each entity's
27 entry in (c) above from the entry in (b) above.

28 PCJV USA, LLC _____

PCI Trading, LLC _____

Guy Koren _____

1 Potato Corner LA _____
2 Group _____
3 NKM Capital Group,
4 LLC _____
5 J & K Americana, LLC _____
6 J & K Lakewood, LLC _____
7 J & K Valley Fair, LLC _____
8 J & K Ontario, LLC _____
9 GK Cerritos, LLC _____

10 **b. Quantum Meruit**

11 1) State the amount of reasonable royalty that should be awarded to Plaintiff
12 from each Defendant for the period March 31, 2022 through May 30,
13 2024:

14 **Formatted:** Numbered + Level: 1 + Numbering Style: 1, 2,
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17 PCJV USA, LLC \$ _____
18 PCI Trading, LLC \$ _____
19 Guy Koren \$ _____
20 Potato Corner LA \$ _____
21 Group _____
22 NKM Capital Group,
23 LLC _____
24 J & K Americana, LLC \$ _____
25 J & K Lakewood, LLC \$ _____
26 J & K Valley Fair, LLC \$ _____
27 J & K Ontario, LLC \$ _____
28 GK Cerritos, LLC \$ _____

The PCVJ USA Parties' Counterclaims

Section III: Liability & Damages

A. Inducing Breach of Contract

1. Do you find that Counterclaimants proved that there was a contract between any one of the Counterclaimants and Cinco Corporation?

Deleted: by a preponderance of evidence

Yes _____ No _____

If your answer to question 1 is NO, then skip to Section III(B). If your answer to question 1 is YES, proceed to the next question.

2. What was that contract?

- a. 2009 NKM License Agreement? Yes No
- b. Joint Venture Agreement? Yes No
- c. Amended Joint Venture Agreement? Yes No
- d. "Trademark, Copyright, Know-How, License Agreement" dated October 10, 2010?
- e. Other Agreement (describe): _____

3. Do you find that Counterclaimants proved that Plaintiff knew of the contract?

Deleted: by a preponderance of evidence

Yes No

If your answer to question 3 is NO, then skip to Section III(B). If your answer to question 3 is YES, proceed to the next question.

4. Do you find that Counterclaimants proved that Plaintiff intended to cause Cinco Corporation to breach the contract?

Yes No

1 *If your answer to the preceding question is NO, then skip to Section
2 III(B). If your answer to the preceding question is YES, proceed to the next
3 question.*

4
5 5. Do you find that Counterclaimants proved that Plaintiff's conduct
6 caused Cinco Corporation or to breach the contract?

7 Yes ____ No ____

Deleted: by a preponderance of evidence

8 *If your answer to the preceding question is NO, then skip to Section
9 III(B). If your answer to the preceding question is YES, proceed to the next
10 question.*

11
12 6. Do you find that SPAVI or Cinco proved that it is immunized from
13 liability under the litigation privilege or the privilege to protect one's
14 economic interests?

15 Yes ____ No ____

Deleted: by a preponderance of evidence

16
17 *If your answer to the preceding question is YES, then skip to Section
18 III(B). If your answer to the preceding question is NO, proceed to the next
19 question.*

20
21 7. Do you find that SPAVI and Cinco proved that the Counterclaimants,
22 or any of them:

23 (a) waived their right to claim they were damaged as a result of the
24 alleged acts of SPAVI or Cinco?

25 Yes ____ No ____

Deleted: by a preponderance of evidence

26 (b) consented to the actions of SPAVI or Cinco?

27 Yes ____ No ____

1
2 (c) are estopped from pursuing this claim against SPAVI or Cinco?

3 Yes ____ No ____
4

5 (d) have unclean hands and thus cannot recover against SPAVI or Cinco?

6 Yes ____ No ____
7

8 Or (e) waited too long to pursue this claim SPAVI or Cinco, under the
9 doctrine of laches?

10 Yes ____ No ____
11

12 *If your answer to any of the preceding five questions (4)(a)-(e) is YES,
13 then skip to Section III(B).*

14 *If your answer to question 4 is NO, proceed to the next question.*
15
16

17 8. Do you find that Counterclaimants proved that Plaintiff's conduct was
18 a substantial factor in causing harm to the Counterclaimant that is a
19 party to the contract that was breached?

Deleted: by a preponderance of evidence

20 Yes ____ No ____
21

22 *If your answer to question 8 is NO, then skip to Section III(B).*

23 *If your answer to question 8 is YES, proceed to question 9.*
24

25 Yes ____ No ____
26

27 9. What are the damages caused by Cinco that were suffered by the
28 Counterclaimant that is a party to the contract that was breached?

1
2 Past Economic Damages: \$ _____

3 Future Economic Damages: \$ _____

4
5 TOTAL: \$ _____

6
7 10. What are the damages caused by SPAVI that were suffered by the
8 Counterclaimant that is a party to the contract that was breached?

9
10 Past Economic Damages: \$ _____

11 Future Economic Damages: \$ _____

12
13 TOTAL: \$ _____

14
15 11. Do you find that the Counterclaimant that is a party to the contract that
16 was breached proved with clear and convincing evidence that Plaintiff
17 engaged in the conduct with malice, oppression, or fraud?

18 Yes ____ No ____

19
20 If your answer to question 7 is NO, then skip to Section III(B).

21 If your answer to question 7 is YES, proceed to question 8.

22
23 12. State the total amount of punitive damages to be assessed against
24 Plaintiff:

25
26 \$ _____

Proceed to Section III(B).

27
28 **Section III: Liability & Damages**

B. Intentional Interference with Contractual Relations

13. Do you find that Counterclaimants proved that there was a contract between any one of the Counterclaimants and either Cinco Corporation or a franchisee of PCJV franchisees, or a supplier of a Counterclaimant or a vendor of a Counterclaimant?

Deleted: by a preponderance of evidence

Yes No

If your answer to the preceding question is YES, then skip to Section III(C). If your answer to the preceding question is NO, proceed to the next question.

14. Do you find that Counterclaimants proved that Plaintiff knew of the contract?

Deleted: by a preponderance of evidence

Yes No

If your answer to the preceding question is YES, then skip to Section III(C). If your answer to the preceding question is NO, proceed to the next question.

15. Do you find that Counterclaimants proved that Plaintiff's conduct prevented performance or made performance more expensive or difficult?

Deleted: by a preponderance of evidence

Yes No

If your answer to the preceding question is NO, then skip to Section III(C). If your answer to the preceding question is YES, proceed to the next question.

16. What was that contract?

1 Identify: _____
2

3 17. Do you find that Counterclaimants proved that Plaintiff intended to
4 disrupt the performance of this contract or know that disruption of
5 performance was certain or substantially certain to occur?

Deleted: by a preponderance of evidence

6 Yes _____ No _____
7

8 *If your answer to the preceding question is NO, then skip to Section
9 III(C). If your answer to the preceding question is YES, proceed to the next
10 question.*

11 18. Do you find that SPAVI and Cinco proved that it is immunized from
12 liability under the litigation privilege or the privilege to protect one's
13 economic interests?

Deleted: by a preponderance of evidence

14 Yes _____ No _____
15

16 *If your answer to the preceding question is YES, then skip to Section
17 III(C). If your answer to the preceding question is NO, proceed to the next
18 question.*

19 19. Do you find that SPAVI and Cinco proved that the Counterclaimants,
20 or any of them:

Deleted: by a preponderance of evidence

21 (a) waived their right to claim they were damaged as a result of the
22 actions of SPAVI?

23 Yes _____ No _____
24

25 (b) consented to the actions of SPAVI?

26 Yes _____ No _____
27

1
2 (c) are estopped from pursuing this claim against SPAVI?

3 Yes ____ No ____
4

5 (d) have unclean hands and thus cannot recover against SPAVI
6

7 Yes ____ No ____
8

9 Or (d) waited too long to pursue this claim under the doctrine of laches?
10

11 Yes ____ No ____
12

13 *If your answer to any of the preceding five questions (19)(a)-(e) is YES,
14 then skip to Section III(C). If your answer to all of the five questions 19(a)-(e)
is NO, proceed to the next question.*

15 20. Do you find that Counterclaimants proved that SPAVI's conduct was a
16 substantial factor in causing harm to the Counterclaimant that was a
17 party to that contract?

Deleted: by a preponderance of evidence

18 Yes ____ No ____
19

20 *If your answer to the preceding question is NO, then skip to Section
21 III(C). If your answer to the preceding question is YES, proceed to the next
22 question.*

23 21. What are the damages caused by Plaintiff that were suffered by the
24 Counterclaimant that is a party to the contract that was breached?
25

26 Past Economic Damages: \$ _____

27 Future Economic Damages: \$ _____

28 TOTAL: \$ _____

1
2
3 22. Do you find that Counterclaimants proved by a clear and convincing
4 evidence that SPAVI engaged in the conduct with malice, oppression,
or fraud as to that Counterclaimant found to have been injured?

5 Yes No
6

7 *If your answer to question 22 is NO, then skip to Section III(C).*

8 *If your answer to question 22 is YES, proceed to question 8.*

9
10 23. State the total amount of punitive damages to be assessed against
11 SPAVI:

12 \$ _____
13

14 *Proceed to Section III(C).*
15
16
17
18
19
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21
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24
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27
28

Section III: Liability & Damages

C. Intentional Interference with Prospective Economic Relations

24. Do you find that Counterclaimants proved that any one of the Counterclaimants and any one of its suppliers have an economic relationship that probably would have resulted in an economic benefit to any one of the Counterclaimants ?

Yes No

If your answer to question 1 is NO, then skip to Section III(D).

If your answer to question 1 is YES, proceed to question 2.

25. Do you find that Counterclaimants proved that SPAVI knew of the relationship?

Yes No

If your answer to the preceding question is NO, then skip to Section III(D). If your answer to the preceding question is YES, proceed to the next question.

26. Do you find that Counterclaimants proved that SPAVI engaged in conduct to interfere with that relationship?

Yes _____ No _____

If your answer to the preceding question is NO, then skip to Section III(D). If your answer to the preceding question is YES, proceed to the next question.

27. What was that relationship:

1
2 Identify: _____

3 28. Do you find that Counterclaimants proved that by engaging in this
4 conduct, SPAVI intended to disrupt the relationship or knew that
5 disruption of the relationship was certain or substantially certain to
6 occur?

7 Yes ____ No ____

8 *If your answer to the preceding question is NO, then skip to Section
9 III(D). If your answer to the preceding question is YES, proceed to the next
10 question.*

11 12 29. Do you find that Counterclaimants proved that SPAVI engaged in
13 wrongful conduct in interfering with the Counterclaimant's
14 relationship?

15 Yes ____ No ____

16 17 *If your answer to the preceding question is NO, then skip to Section
18 III(D). If your answer to the preceding question is YES, proceed to the next
19 question.*

20 21 30. Do you find that Counterclaimants proved that the relationship was
22 disrupted?

23 Yes ____ No ____

24 25 *If your answer to the preceding question is NO, then skip to Section
26 III(D). If your answer to the preceding question is YES, proceed to the next
27 question.*

Deleted: by a preponderance of evidence

Deleted: by a preponderance of evidence

Deleted: by a preponderance of evidence

1 31. Do you find that SPAVI proved that it is immunized from liability
2 under the litigation privilege or the privilege to protect one's economic
3 interests?

Deleted: by a preponderance of evidence

4 Yes ____ No ____
5

6 *If your answer to the preceding question is YES, then skip to Section
7 III(D). If your answer to the preceding question is NO, proceed to the next
8 question.*

9
10 32. Do you find that SPAVI proved that the Counterclaimants, or any of
11 them:

Deleted: by a preponderance of evidence

12 (a) waived their right to claim they were damaged as a result of the
13 actions of SPAVI?

14 Yes ____ No ____
15

16 (b) consented to the actions of SPAVI?

17 Yes ____ No ____
18

19 (c) are estopped from pursuing this claim against SPAVI?

20 Yes ____ No ____
21

22 (d) have unclean hands and thus cannot recover against SPAVI

23 Yes ____ No ____
24

25 Or (d) waited too long to pursue this claim under the doctrine of laches?

26 Yes ____ No ____
27

1
2 *If your answer to any of the preceding five questions 32(a)-(e) is YES,*
3 *then skip to Section III(B). If your answer to all five questions 32(a)-(e) is NO,*
4 *proceed to the next question.*

5
6 33. Do you find that Counterclaimants proved that SPAVI's conduct was a
7 substantial factor in causing harm to any one of the PCJV USA
8 Parties?

9 Yes No

10
11 34. Please specify which of the PCJV USA Parties was injured if you
12 answered Yes:

13
14 *If your answer to question 32 is NO, then skip to Section III(D). If your*
15 *answer to question 32 is YES, proceed to the next question.*

16
17 35. Do you find that Counterclaimants proved that SPAVI's conduct was a
18 substantial factor in causing harm to the Counterclaimant identified in
19 response to Question No. 32?

20
21 36. What is that Counterclaimant's damage??

22 Past Economic Damages: \$

23 Future Economic Damages: \$

24 TOTAL: \$

25
26 *Proceed to question 8.*

1 37. Do you find that Counterclaimants proved by clear and convincing
2 evidence that SPAVI engaged in the conduct with respect to the
3 damaged Counterclaimant with malice, oppression, or fraud?

4 Yes No

5
6 *Proceed to question 38.*

7 38. State the total amount of punitive damages to be assessed against
8 SPAVI:

9
10 \$

11
12 *Proceed to Section III(D).*

13
14
15 **Section III: Liability & Damages**

16 **D. Negligent Interference with Prospective Economic Relations**

17
18 39. Do you find that Counterclaimants proved that any one of
19 Counterclaimants and any one of its suppliers have an economic
20 relationship that probably would have resulted in an economic benefit
21 to any one of the Counterclaimants ?

Deleted: by a preponderance of evidence

22 Yes No

23
24 *If your answer to question 39 is NO, then skip to Section III(E). If your
25 answer to question 39 is YES, proceed to question 2.*

26 40. Do you find that Counterclaimants proved that SPAVI knew or should
27 it have known of the relationship?

Deleted: by a preponderance of evidence

1 Yes ____ No ____
2

3 If your answer to question 40 is NO, then skip to Section III(E).
4

5 If your answer to question 41 is YES, proceed to question 3.
6

7 41. Do you find that Counterclaimants proved that SPAVI knew or should
8 it have known that this relationship would be disrupted if it failed to
9 act with reasonable care?
10

11 **Deleted:** by a preponderance of evidence
12

13 Yes ____ No ____
14

15 If your answer to question 41 is NO, then skip to Section III(E).
16

17 If your answer to question 41 is YES, proceed to question 4.
18

19 42. Do you find that Counterclaimants proved that SPAVI failed to act
20 with reasonable care?
21

22 **Deleted:** by a preponderance of evidence
23

24 Yes ____ No ____
25

26 If your answer to question 42 is NO, then skip to Section III(E).
27

28 If your answer to question 42 is YES, proceed to question 43.
29

30 43. Do you find that Counterclaimants proved that SPAVI engaged in
31 wrongful conduct in interfering with the relationship?
32

33 **Deleted:** by a preponderance of evidence
34

35 Yes ____ No ____
36

37 If your answer to question 43 is NO, then skip to Section III(E).
38

39 If your answer to question 43 is YES, proceed to question 44.
40

41 44. Do you find that Counterclaimants proved that the relationship
42 disrupted?
43

44 **Deleted:** by a preponderance of evidence
45

1 Yes ____ No ____
2

3 *If your answer to question 44 is NO, then skip to Section III(E).*

4 *If your answer to question 44 is YES, proceed to question 45.*

5 45. Which relationship was disrupted, please identify: _____
6

7 46. Do you find that SPAVI proved that it is immunized from liability
8 under the litigation privilege or the privilege to protect one's economic
9 interests?
10

Deleted: by a preponderance of evidence

11 Yes ____ No ____
12

13 *If your answer to the previous question is YES, then skip to Section III(E).*

14 *If your answer to the preceding question 4 is NO, proceed to the next
question.*

15 47. Do you find that SPAVI proved that the Counterclaimants, or any of
16 them:
17

Deleted: by a preponderance of evidence

18 (a) waived their right to claim they were damaged as a result of the
19 actions of SPAVI?
20

21 Yes ____ No ____
22

23 (b) consented to the actions of SPAVI?
24

25 Yes ____ No ____
26

27 (c) are estopped from pursuing this claim against SPAVI?
28

1 (d) have unclean hands and thus cannot recover against SPAVI
2
3 Yes ____ No ____

4 Or (e) waited too long to pursue this claim under the doctrine of laches?
5
6 Yes ____ No ____

7
8 *If your answer to any of the preceding five questions (47)(a)-(e) is YES,*
9 *then skip to Section III(B).*

10
11 *If your answer to each of questions 47(a)-(e) is NO, proceed to the next
question.*

12 48. Do you find that Counterclaimants proved that SPAVI's wrongful
13 conduct was a substantial factor in causing harm to a Counterclaimant?

Deleted: by a preponderance of evidence

14 Yes ____ No ____
15

16
17 *If your answer to the previous question is YES, then skip to Section III(E).*

18
19 *If your answer to the preceding question 4 is NO, proceed to the next
question.*

20
21 49. What are the damages for each injured Counterclaimant?

22
23 Specify injured Counterclaimant and for each, identify:

24 Past Economic Damages: \$ _____

25 Future Economic Damages: \$ _____

26 TOTAL: \$ _____
27
28

1 50. Do you find that Counterclaimants proved by a clear and convincing
2 evidence that SPAVI engaged in the conduct with malice, oppression,
3 or fraud?

4 Yes No

5
6 *If your answer to question 50 is NO, then skip to Section III(E).*

7 *If your answer to question 50 is YES, proceed to question 51.*

8
9 51. State the total amount of punitive damages to be assessed against
10 SPAVI:

11 \$ _____

12
13 *Proceed to Section III(E).*

Section III: Liability & Damages

F. Breach of Fiduciary Duty

52. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation owed any one of the Counterclaimants a fiduciary duty?

Deleted: by a preponderance of evidence

As to SPAVI: YES NO

As to Cinco Corporation: YES NO

If your answer to question 1 is NO, then skip to Section III(G).

If your answer to question 1 is YES, proceed to question 2.

53. Do you find that the Counterclaimants to whom Cinco or SPAVI owed fiduciary duties proved that SPAVI or Cinco Corporation breached a fiduciary duty?

Deleted: by a preponderance of evidence

As to SPAVI: YES NO

As to Cinco Corporation: YES

*ur answer to question 53 is NO, then skip to Section III(G).
ur answer to question 53 is YES, proceed to the next question.*

Deleted: by a preponderance of evidence

Yes No

If your answer to the previous question is YES, then skip to Section III(B).

1 *If your answer to the previous question is NO, proceed to the next*
2 *question.*

3 55. Do you find that SPAVI and Cinco proved that the Counterclaimants,
4 or any of them:

Deleted: by a preponderance of evidence

5 (a) waived their right to claim they were damaged as a result of the
6 alleged acts of SPAVI or Cinco?

7 Yes No

9 (b) consented to the actions of SPAVI or Cinco?

10 Yes No

12 (c) are estopped from pursuing this claim against SPAVI or Cinco?

14 Yes No

16 (d) have unclean hands and thus cannot recover against SPAVI or Cinco?

17 Yes No

19 Or (e) waited too long to pursue this claim under the doctrine of laches?

20 Yes No

22 *If your answer to any of the preceding five questions 55(a)-(e) is YES,
23 then skip to Section III(B).*

24 *If your answer to each of 55(a)-(e) NO, proceed to the next question.*

26 56. Do you find that the Counterclaimants to whom Cinco or SPAVI owed
27 fiduciary duties proved that the breach of fiduciary duty by SPAVI or
28 Cinco Corporation was a substantial factor in causing harm to that
 Counterclaimant?

Deleted: by a preponderance of evidence

1 a. As to SPAVI: _____ YES _____ NO
2 b. Identify the Counterclaimants that SPAVI injured _____
3 c. As to Cinco: _____ YES _____ NO
4 d. Identify the Counterclaimants that Cinco injured _____

5 *If your answer to questions 56(a) and (c) is NO, then skip to Section III(G).*

6 *If your answer to question 56 is YES, proceed to question 4.*

7 57. What are the damages suffered by each Counterclaimant?

8 Specify injured Counterclaimant and for each, identify:

9 Past Economic Damages: \$ _____

10 Future Economic Damages: \$ _____

11 TOTAL: \$ _____

12 58. Did SPAVI or Cinco Corporation engage in the conduct with malice,
13 oppression, or fraud?

14 As to SPAVI: _____ YES _____ NO

15 As to Cinco Corporation: _____ YES _____ NO

16 *If your answer to question 5 is NO, then skip to Section III(G).*

17 *If your answer to question 5 is YES, proceed to question 6.*

18 59. State the total amount of punitive damages to be assessed:

19 Against SPAVI \$ _____

20 Against Cinco Corporation \$ _____

21 *Proceed to Section III(G)*

Section III: Liability & Damages

G. Breach of Contract

60. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation entered into a contract with any one of the Counterclaimants?

Deleted: by a preponderance of evidence

As to SPAVI: YES NO

As to Cinco Corporation: YES NO

If your answer to question 1 is NO, then skip to Section III(H).

If your answer to question 1 is YES, proceed to question 2.

61. Please identify that contract:

Cinco: _____

SPAVI: _____

62. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation did something that the contract prohibited or failed to do something that the contract required?

Deleted: by a preponderance of evidence

As to SPAVI: YES NO

As to Cinco Corporation: YES NO

If your answer to question 62 is NO, then skip to Section III(H).

If your answer to question 62 is YES, proceed to question 63.

63. Do you find that Counterclaimants proved that Counterclaimants performed all obligations and duties, and otherwise complied with the contract or were otherwise excused from doing so?

Deleted: by a preponderance of evidence

1 As to SPAVI: _____ YES _____ NO

2 As to Cinco Corporation: _____ YES _____ NO

4 If your answer to question 63 is NO, then skip to Section III(H).

5 If your answer to question 63 is YES, proceed to question 64.

6 7 64. Do you find that Counterclaimants proved that any one of the
8 Counterclaimant that is party to the contract was harmed by SPAVI's
or Cinco Corporation's breach of contract?

Deleted: by a preponderance of evidence

9 As to SPAVI: _____ YES _____ NO

10 As to Cinco Corporation: _____ YES _____ NO

12 If your answer to question 64 is NO, then skip to Section III(H).

13 If your answer to question 64 is YES, proceed to question 65.

15 16 65. Do you find that the actions of Cinco or SPAVI towards the
17 Counterclaimant that is a party to the contract, were a substantial
factor in causing harm to that Counterclaimant?

18 As to SPAVI: _____ YES _____ NO

19 As to Cinco Corporation: _____ YES _____ NO

21 If your answer to the previous question is NO, then skip to Section III(G).

22 If your answer to the previous question is YES, proceed to the next question.

24 25 66. What are the damages for each Counterclaimant?

Specify injured Counterclaimant and for each, identify:

26 Past Economic Damages: \$ _____

27 Future Economic Damages: \$ _____

28 TOTAL: \$ _____

Section III: Liability & Damages

H. Breach of the Implied Covenant of Good Faith and Fair Dealing

67. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation entered into a contract with any one of the Counterclaimants?

Deleted: by a preponderance of evidence

As to SPAVI: YES NO

As to Cinco Corporation: YES NO

If your answer to the preceding question is NO, then skip to Section III(I).

If your answer to the preceding question is YES, proceed to the next question.

68. What was that contract:

69. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation breached the covenant of good faith and fair dealing contained in that contract?

Deleted: by a preponderance of evidence

As to Cinco Corporation: YES NO

If your answer to question 2 is NO, then skip to Section III(I).

If your answer to question 2 is YES, proceed to question 3.

1 70. Do you find that SPAVI and Cinco proved that it is immunized from
2 liability under the litigation privilege or the privilege to protect one's
3 economic interests?

Deleted: by a preponderance of evidence

4 Yes No

5
6 *If your answer to the preceding question is YES, then skip to Section III(I).*

7 *If your answer to the preceding question is NO, proceed to the next question.*

8 71. Do you find that SPAVI or Cinco proved that the Counterclaimants, or
9 any of them:

Deleted: by a preponderance of evidence

10 (a) waived their right to claim they were damaged as a result of the
11 alleged acts of SPAVI or Cinco?

12 Yes No

13 (b) consented to the actions of SPAVI or Cinco?

14 Yes No

15 (c) are estopped from pursuing this claim against SPAVI or Cinco?

16 Yes No

17 (d) have unclean hands and thus cannot recover against SPAVI or Cinco?

18 Yes No

19 Or (e) waited too long to pursue this claim under the doctrine of laches?

20 Yes No

1 *If your answer to any of the preceding five questions 71(a)-(e) is YES,
2 then skip to Section III(B).*

3 *If your answer to each of the questiona 71(a)-(e) is NO, proceed to the
4 next question.*

5
6
7 72. Do you find that Counterclaimants proved that any one of
8 Counterclaimants was harmed by SPAVI's or Cinco Corporation's
9 conduct?

Deleted: by a preponderance of evidence

10 As to SPAVI: _____ YES _____ NO

11 As to Cinco Corporation: _____ YES _____ NO

12 *If your answer to the preceding question is NO, then skip to Section III(I).*

13 *If your answer to the preceding question is YES, proceed to the next question.*

14
15
16 73. Do you find that the actions of Cinco or SPAVI towards the
17 Counterclaimant that is a party to the contract, were a substantial
18 factor in causing harm to that Counterclaimants?

19 As to SPAVI: _____ YES _____ NO

20 As to Cinco Corporation: _____ YES _____ NO

21
22 *If your answer to the preceding question is NO, then skip to Section III(I).*

23 *If your answer to the preceding question is YES, proceed to the next question.*

24
25 74. What are the damages suffered by each of the Counterclaimants?

26 For each damaged Counterclaimant, specify:

27 Past Economic Damages: \$ _____

28 Future Economic Damages: \$ _____

1 TOTAL: \$ _____
2
3
4
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Section III: Liability & Damages

E. Aiding and Abetting Torts

75. Do you find that Counterclaimants proved that Cinco Corporation breached fiduciary duties or duties of care owed to the Counterclaimants?

Deleted: by a preponderance of evidence

Yes No

If your answer to question 1 is NO, then skip to Section III(F).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved that SPAVI gave substantial assistance or encouragement to Cinco?

Deleted: by a preponderance of evidence

Yes No

If your answer to question 2 is NO, then skip to Section III(F).

If your answer to question 2 is YES, proceed to question 3.

76. Do you find that Counterclaimants proved that SPAVI's conduct was a substantial factor in causing harm to any one of the Counterclaimants?

Deleted: by a preponderance of evidence

Yes No

If your answer to question 3 is NO, then skip to Section III(F).

If your answer to question 3 is YES, proceed to question 4.

77. What are the damages for that Counterclaimant?

Past Economic Damages: \$ _____

1 Future Economic Damages: \$_____

2 TOTAL: \$_____

3
4 Proceed to question 5.

5
6 78. Do you find that Counterclaimants proved that SPAVI engaged in the
conduct with malice, oppression, or fraud?

Deleted: by a preponderance of evidence

7 Yes ____ No ____

8
9
10 If your answer to question 3 is NO, then skip to Section III(F).

11 If your answer to question 3 is YES, proceed to question 6.

12
13 79. State the total amount of punitive damages to be assessed against
SPAVI:

14
15 \$_____

16
17 Proceed to Section III(F)

Section III: Liability & Damages

I. Quantum Meruit

1. Do you find that Counterclaimants proved that the SPAVI Parties requested, by words or conduct, that any of the Counterclaimants perform services for the benefit of SPAVI?

Deleted: by a preponderance of evidence

Yes _____ No _____

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved that they performed the services as requested?

Deleted: by a preponderance of evidence

Yes _____ No _____

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of the evidence that SPAVI Parties did not provide value to Plaintiff for the services performed?

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 4.

4. Should the SPAVI Parties or Cinco Corporation have to pay the PCJV USA Parties for the value the PCJV USA Parties created, developed, or added to the Potato Corner Intellectual Property?

As to SPAVI Parties: YES NO

1 As to Cinco Corporation: _____ YES _____ NO
2

3 *If your answer to question 4 is NO, then skip to Final Page of the Jury Verdict
4 Form.*

5 *If your answer to question 4 is YES, proceed to question 5.*

6
7 5. What is the reasonable value that the SPAVI Parties or Cinco Corporation
8 should have to pay to the PCJV USA Parties for the value the PCJV USA
9 Parties created, developed, or added to the Potato Corner Intellectual
Property?

10 Against SPAVI parties: \$ _____

11 Against Cinco Corporation: \$ _____

13 *Proceed to Final Page of the Jury Verdict Form.*

FINAL PAGE OF THE JURY VERDICT FORM

The Jury Foreperson should sign and date the Verdict Form below and return it to the Court.

CERTIFICATE OF SERVICE

The undersigned certifies that, on August 18, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF user and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: August 18, 2025

FOX ROTHSCHILD LLP

/s/ Michael D. Murphy
Michael D. Murphy
Attorneys for Plaintiff and Counterclaim
Defendant SHAKEY'S PIZZA ASIA
VENTURES, INC. and Third-Party
Defendants CINCO CORPORATION,
PC INTERNATIONAL PTE LTD., and
SPAVI INTERNATIONAL USA, INC.